

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 4200495022		PAGE OF 1 59	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNK14495022R		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Gloria McIntosh		b. TELEPHONE NUMBER (No collect calls) 321-867-1270		8. OFFER DUE DATE/LOCAL TIME 05/08/2014 1600 LT	
9. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899			CODE KSC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 325120 SIZE STANDARD: 1,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NASA/Kennedy Space Center KENNEDY SPACE CENTER FL 32899			CODE KSC	16. ADMINISTERED BY NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
				CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	NASA-Wide Acquisition for Nitrogen and Oxygen 2 (NANO 2). Refer to Section 1.						
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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NAME OF OFFEROR OR CONTRACTOR:

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SECTION 1. CONTINUATION OF SF1449

1.1. SUPPLIES TO BE FURNISHED

This is a fixed-price, requirements contract with economic price adjustment for the purchase of nitrogen and oxygen during the contract period of performance. The delivery locations and estimated quantities are specified in the schedule as Contract Line Item Numbers (CLINs). The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver the items identified in the schedule in accordance with Attachment 001.

(End of clause)

1.2. PERFORMANCE SPECIFICATION

All requirements delivered under this contract shall be provided in accordance with the following performance specifications, which are available online at internet addresses referenced below:

Compressed Gas Association (CGA) G-10.1 2008 edition, entitled, "Commodity Specification for Nitrogen"
<http://www.cganet.com/customer/Publication.aspx>

MIL-PRF-27401 (Rev. G) dated August 7, 2013, entitled, "Propellant Pressurizing Agent, Nitrogen"

MIL-PRF-25508 (Rev. H) dated October 27, 2011, entitled, "Propellant, Oxygen"

MIL-PRF-27210 (Rev. J) dated August 7, 2013, entitled, "Oxygen, Aviator's Breathing, Liquid and Gas"

<http://assistdocs.com>

Product supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract.

Note: Please refer to Section 2.17 Laboratory Analysis and Attachment 001 (SOW) for particulate testing requirements and optional analysis.

(End of clause)

1.3. PLACE OF PERFORMANCE OR DELIVERY LOCATION

NAME	LOCATION	CLIN
Ames Research Center (ARC)	Mountain View, CA 94035	001, 002
Glenn Research Center (GRC)	Cleveland, OH 44135/Sandusky, OH 44870	003, 004, 016
Goddard Space Flight Center (GSFC)	Greenbelt, MD 20771	005
Jet Propulsion Laboratory (JPL)	Pasadena, CA 91109	006
Johnson Space Center (JSC)	Houston, TX 77058	007, 008
Johnson Space Center (JSC)	Houston, TX 77034 (Ellington Airport)	017
Kennedy Space Center / Cape Canaveral Air Force Station (KSC/CCAFS)	KSC, FL 32899/CCAFS, FL 32920	009, 018, 019, 020, 021
Langley Research Center (LaRC)	Hampton, VA 23681	010, 011, 022
Michoud Assembly Facility (MAF)	New Orleans, LA 70129	012
Marshall Space Flight Center/ Redstone Arsenal (MSFC/RA)	Huntsville, AL 35812/Redstone Arsenal 35808	013, 023
Stennis Space Center (SSC)	SSC, MS 39529	014, 015, 024, 025

(End of clause)

1.4. PERIOD OF PERFORMANCE

The basic contract period of performance is from July 1, 2014, through June 30, 2016. There are two option periods available, which if exercised, extend the period of performance as follows:

Option 1: July 1, 2016, through June 30, 2018

Option 2: July 1, 2018, through June 30, 2019

(End of clause)

REFERENCE NO. OF DOCUMENT BEING CONTINUED: NNK14495022R

NAME OF OFFEROR OR CONTRACTOR:

1.5. SCHEDULE OF SUPPLIES

CLIN	LOCATION/ DESCRIPTION	NITROGEN SPECIFICATION	UNIT	ORDER LIMITATIONS				BEST EST. YEARLY QTY Contract Year 1	BEST EST. YEARLY QTY Contract Year 2	BEST EST. YEARLY QTY Contract Year 3	BEST EST. YEARLY QTY Contract Year 4	BEST EST. YEARLY QTY Contract Year 5
				MINI- MUM	MAX DAILY	MAX WKLY	MAX MTHLY					
001	ARC	CGA G-10.1 Type II Grade L	Liter	1,000	25,000	N/A	N/A	155,000	155,000	155,000	155,000	155,000
002	ARC (Dewars)	CGA G-10.1 Type II Grade L	Liter	50	1,500	N/A	N/A	35,000	35,000	35,000	35,000	35,000
003	GRC	CGA G-10.1 Type II Grade L	Ton	20	70	140	700	6,000	6,000	6,000	6,000	6,000
004	GRC high use testing (see note 1 below)	CGA G-10.1 Type II Grade L	Ton	80	260	1,500	5,000	4,000	3,500	9,000	11,000	3,500
005	GSFC	MIL-PRF-27401G Type II Grade B	Gallon	3,000	35,000	N/A	N/A	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
006	JPL	CGA G-10.1 Type II Grade L	Gallon	1,000	18,000	130,000	510,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
	JPL high use testing (see note 2)	CGA G-10.1 Type II Grade L	Gallon	1,000	60,000	410,000	820,000					
007	JSC	MIL-PRF-27401G Type II Grade B	Ton	20	60	100	N/A	27,000	17,000	17,000	13,000	13,000
	JSC high use testing (see note 3)	MIL-PRF-27401G Type II Grade B	Ton	20	180	1,260	5,400					
008	JSC (see note 4)	MIL-PRF-27401G Type II modified Grade C	Ton	20	40	N/A	N/A	1,000	1,000	1,000	1,000	1,000

REFERENCE NO. OF DOCUMENT BEING CONTINUED: NNN14495022R

NAME OF OFFEROR OR CONTRACTOR:

009	KSC/ CCAFS	MIL-PRF-27401G Type II Grade B	Ton	20	70	120	300	2,000	2,000	2,000	2,000	2,000
010	LaRC	MIL-PRF-27401G Type II Grade B	Gallon	5,000	19,500	60,000	180,000	800,000	800,000	800,000	800,000	800,000
011	LaRC	MIL-PRF-27401G Type II Grade C	Gallon	5,000	6,500	13,000	39,000	270,000	270,000	270,000	270,000	270,000
012	MAF	MIL-PRF-27401G Type II Grade B	Ton	20	22	100	500	3,000	3,000	3,500	3,500	3,000
013	MSFC/RA	CGA G-10.1 Type II Grade L	Ton	20	200	1,400	4,400	8,000	8,000	8,000	8,000	8,000
014	SSC (see note 5)	MIL-PRF-27401G Type II Grade B	Ton	20	160	1,000	4,000	30,000	27,000	27,000	25,000	25,000
015	½ SSC (see note 5)	MIL-PRF-27401G Type II Grade B	Ton	20	80	500	2,000	15,000	13,500	13,500	12,500	12,500

REFERENCE NO. OF DOCUMENT BEING CONTINUED: NNK14495022R

NAME OF OFFEROR OR CONTRACTOR:

CLIN	LOCATION/ DESCRIPTION	OXYGEN SPECIFICATION	UNIT	ORDER LIMITATIONS				BEST EST. YEARLY QTY Contract Year 1	BEST EST. YEARLY QTY Contract Year 2	BEST EST. YEARLY QTY Contract Year 3	BEST EST. YEARLY QTY Contract Year 4	BEST EST. YEARLY QTY Contract Year 5
				MINI- MUM	MAX DAILY	MAX WKLY	MAX MTHLY					
016	GRC	MIL-PRF-25508H Type II Grade A	Ton	5	40	60	N/A	120	120	120	120	120
017	JSC	MIL-PRF-27210J Type II	Gallon	450	4,500	N/A	N/A	50,000	50,000	50,000	50,000	50,000
018	KSC/CCAFS	MIL-PRF-25508H Type II Grade A	Ton	20	70	130	N/A	1,000	1,000	1,000	1,000	1,000
019	KSC/CCAFS (see note 6)	MIL-PRF-25508H Type II Grade A	Ton	100	264	1,056	1,056	6,000	6,000	6,000	6,000	6,000
020	KSC/CCAFS Delta IV Heavy (see note 7)	MIL-PRF-25508H Type II Grade A	Ton	200	440	1,300	1,300	0	0	1,300	0	1,300
021	KSC/CCAFS SLS (see note 8)	MIL-PRF-25508H Type II modified Grade A	Ton	20	210	420	1,680	0	6,000	2,000	3,800	2,000
	KSC/CCAFS SLS Launch (see note 8)	MIL-PRF-25508H Type II modified Grade A	Ton	100	220	660	1,800					
022	LaRC	MIL-PRF-25508H Type II Grade A	Gallon	4,000	9,000	10,000	35,000	330,000	330,000	330,000	330,000	330,000
023	MSFC	MIL-PRF-25508H Type II Grade A	Ton	20	80	400	800	3,500	3,500	3,500	3,500	3,500
024	SSC (see note 9)	MIL-PRF-25508H Type II Grade A	Ton	20	240	1,440	4,000	12,000	12,000	12,000	3,000	7,500
025	½ SSC (see note 9)	MIL-PRF-25508H Type II Grade A	Ton	20	120	720	2,000	6,000	6,000	6,000	1,500	3,750

REFERENCE NO. OF DOCUMENT BEING CONTINUED: NNK14495022R

NAME OF OFFEROR OR CONTRACTOR:

Note 1: During GRC high use testing periods contractor shall be able to supply the maximum daily order quantity for 14 continuous days. Extended testing periods may require deliveries for 60 continuous days. The Contractor will be notified at least 30 days in advance of the planned high use testing period.

Note 2: During JPL high use testing periods, which occur approximately once every calendar year, contractor shall be able to supply the maximum daily order quantity for 30 continuous days. The Contractor will be notified at least 90 days in advance of the planned high use testing period.

Note 3: During JSC high use testing periods, which occur approximately once every calendar year, contractor shall be able to supply the maximum daily order quantity for up to 100 continuous days. The Contractor will be notified at least 30 days in advance of the planned high use testing period.

Note 4: Modified Grade C liquid nitrogen. Please refer to Attachment 001 (JSC SOW) for more information.

Note 5: Nitrogen to SSC (CLIN 014 and 015): CLIN 014 represents the total nitrogen requirement to SSC. CLIN 015 represents half of the total nitrogen requirement to SSC. The contractor shall either serve as the single supplier for CLIN 014 (total nitrogen requirement to SSC); OR serve as one of two sources of supply for CLIN 015 (half of total nitrogen requirement to SSC). The option utilized shall be determined by the lowest total evaluated cost to the Government. An offeror submitting an offer for CLIN 014 MUST also submit an offer for CLIN 015. AN OFFEROR MAY SUBMIT AN OFFER FOR CLIN 015 WITHOUT PROVIDING AN OFFER FOR CLIN 014.

Note 6: Requirement is for up to 10 tankers at one time and up to 12 tankers (two waves of 6) in one day. Delivery requests for CLINs 018-021 when combined, will not exceed the daily or weekly or monthly max of the individual CLIN with the highest maximum. In other words, the maximums for the KSC/CCAFS CLINs shall not be added to one another in such a way as to exceed the single highest maximum.

Note 7: Delta IV heavy support begins with the completion of the practice launch countdown (wet dress rehearsal) milestone and ends upon launch. Delta IV heavy requires contingency capability for 4 launch attempts in 6 days. This capability is required beginning with the Delta IV heavy launch currently planned to occur in contract year 3. The CLIN represents the worst case scenario, further described as follows:

Day 1 – 20 tankers (10 tankers at one time and another 10 tankers within an 6 hour period)

Day 2 – OFF

Day 3 – 20 tankers (10 tankers at one time and another 10 tankers within an 6 hour period)

Day 4 – OFF

Day 5 – 20 tankers (10 tankers at one time and another 10 tankers within an 6 hour period)

Delivery requests for CLINs 018-021 when combined, will not exceed the daily or weekly or monthly max of the individual CLIN with the highest maximum. In other words, the maximums for the KSC/CCAFS CLINs shall not be added to one another in such a way as to exceed the single highest maximum.

Note 8: Space Launch Systems (SLS) Modified Grade A liquid oxygen (99.85% purity). SLS support requires up to 5 tankers at one time, up to two waves of 5 tankers in one day, two times per week. During SLS Launch which is planned to occur in 2018 (Contract Year 4) contractor shall be able to supply 5 tankers at one time, two waves of 5 tankers in one day, three times per week. Contractor will be notified at least 30 days in advance of SLS Launch. Please refer to Attachment 001 for more information. Delivery requests for CLINs 018-021 when combined, will not exceed the daily or weekly or monthly max of the individual CLIN with the highest maximum. In other words, the maximums for the KSC/CCAFS CLINs shall not be added to one another in such a way as to exceed the single highest maximum.

Note 9: Oxygen to SSC (CLIN 024 and 025): CLIN 024 represents the total oxygen requirement to SSC. CLIN 025 represents half of the total oxygen requirement to SSC. The contractor shall either serve as the single supplier for CLIN 024 (total oxygen requirement to SSC); OR serve as one of two sources of supply for CLIN 025 (half of total oxygen requirement to SSC). The option utilized shall be determined by the lowest total evaluated cost to the Government. An offeror submitting an offer for CLIN 024 MUST also submit an offer for CLIN 025. AN OFFEROR MAY SUBMIT AN OFFER FOR CLIN 025 WITHOUT PROVIDING AN OFFER FOR CLIN 024.

(End of Clause)

1.6. CONTRACT PERIOD PRICING

CLIN	PRICE PER TON									
	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	Contract Period 1	Contract Period 2	Contract Period 3	Contract Period 4	Contract Period 5	Contract Period 6	Contract Period 7	Contract Period 8	Contract Period 9	Contract Period 10
	07/01/14 thru 12/31/14	01/01/15 thru 06/30/15	07/01/15 thru 12/31/15	01/01/16 thru 06/30/16	07/01/16 thru 12/31/16	01/01/17 thru 06/30/17	07/01/17 thru 12/31/17	01/01/18 thru 06/30/18	07/01/18 thru 12/31/18	01/01/19 thru 06/30/19
001	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
002	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
003	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
004	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
005	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
006	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
007	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
008	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
009	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
010	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
011	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
014	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
015	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
016	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
017	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
018	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
019	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
020	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
021	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
022	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
023	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

024	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
025	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
EPA INDEX PERIODS ▶		04/01/14 thru 09/01/14	10/01/14 thru 03/01/15	04/01/15 thru 09/01/15	10/01/15 thru 03/01/16	04/01/16 thru 09/01/16	10/01/16 thru 03/01/17	04/01/17 thru 09/01/17	10/01/17 thru 03/01/18	04/01/18 thru 09/01/18

1.7. ECONOMIC PRICE ADJUSTMENT

- (a) The CLIN prices shown in Section TBD Contract Period Pricing shall be subject to semiannual price adjustments from the base period price. The base price for each CLIN will be adjusted, whether up or down, in accordance with the following formulae:

- (1) GRC (Liquid Nitrogen and Liquid Oxygen)

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.50 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.04 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.46 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, East North Central (ID: PCU221122221122433) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Industrial Electric Power Distribution, East North Central (ID: PCU221122221122433) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 20% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

(2) JSC (Liquid Nitrogen)

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.63 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.01 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.36 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, West South Central (ID: PCU221122221122437) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Industrial Electric Power Distribution, West South Central (ID: PCU221122221122437) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 10% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

(3) JSC (Aviator's Breathing Oxygen - MIL-PRF-27210J, Type II)

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.30 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.01 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.69 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, West South Central (ID: PCU221122221122437) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Industrial Electric Power Distribution, West South Central

(ID: PCU221122221122437) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 10% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

(4) CLIN MAF, MSFC and SSC (Liquid Nitrogen and Liquid Oxygen)

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.60 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.05 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.35 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, East South Central (ID: PCU221122221122436) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Industrial Electric Power Distribution, East South Central (ID: PCU221122221122436) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS

under this clause shall not exceed 10% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

(5) AMES and JPL (Liquid Nitrogen)

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.65 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.03 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.32 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, Pacific (ID: PCU221122221122439) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Industrial Electric Power Distribution, Pacific (ID: PCU221122221122439) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 10% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

(6) KSC/CCAFS, LRC and GSFC (Liquid Nitrogen and Liquid oxygen)

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.47 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.02 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.51 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, South Atlantic (ID: PCU221122221122435) as it

appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

- Pi Base = Power index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Industrial Electric Power Distribution, South Atlantic (ID: PCU221122221122435) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.
- Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.
- Fi Base = Fuel index average for the period of April 1, 2013, through March 31, 2014 utilizing the Producer Price Index for Petroleum Refineries (Diesel Fuel), (ID: PCU324110324110AY2) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 10% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

(b) Table of Contract Periods and Index Average Periods

YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
Contract Period 1	Contract Period 2	Contract Period 3	Contract Period 4	Contract Period 5	Contract Period 6	Contract Period 7	Contract Period 8	Contract Period 9	Contract Period 10
07/01/14 thru 12/31/14	01/01/15 thru 06/30/15	07/01/15 thru 12/31/15	01/01/16 thru 06/30/16	07/01/16 thru 12/31/16	01/01/17 thru 06/31/17	07/01/17 thru 12/31/17	01/01/18 thru 06/30/18	07/01/18 thru 12/31/18	01/01/19 thru 06/30/19
Power and Fuel Index Period per Contract Period	04/01/14 thru 09/01/14	10/01/14 thru 03/01/15	04/01/15 thru 09/01/15	10/01/15 thru 03/01/16	04/01/16 thru 09/01/16	10/01/16 thru 03/01/17	04/01/17 thru 09/01/17	10/01/17 thru 03/01/18	04/01/18 thru 09/01/18

- (c) If an index is discontinued (incomplete data does not constitute discontinuation), then the index shall be less detailed until a continued index is obtained. For example, if the power index is discontinued the progression shall be as follows: Industrial Electric Power Distribution East South Central (ID: PCU221122221122436). Industrial Electric Power Distribution (ID: PCU22112222112243). Electric Power Distribution (ID: PCU221122221122). Electric Power Transmission, Control, and Distribution (ID: PCU22112-22112). Electric Power Generation, Transmission, and Distribution (ID: PCU2211--2211--). Utilities (ID: PCU221---221---). If all less detailed indices have been discontinued, then the index shall be mutually agreed upon by the Government and the contractor.

(End of clause)

SECTION 2. ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

2.1. 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

2.2. 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

2.3. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2013)

2.4. 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (SEP 2013)

2.5. 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the performance period specified in Section 1.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

2.6. 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the quantity specified in Section 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of amount of quantity specified in Section 1;

(2) Any order for a combination of items in excess of quantity or amount specified in Section 1; or

(3) A series of orders from the same ordering office within the period specified in the amount or quantity specified in Section 1, together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the

supplies or services from another source.

(End of clause)

2.7. 52.216-21 REQUIREMENTS. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 10 days after expiration of the period of performance specified in Section 1.

(End of clause)

2.8. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

2.9. 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)

(End of clause)

2.10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

2.11. 1852.215-84 OMBUDSMAN. (NOV 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at:

http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

2.12. 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least

51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

2.13. 1852.223-70 SAFETY AND HEALTH. (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule;

or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the

determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

2.14. 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002) -- ALTERNATE I (FEB 2006)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) The public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.
- (b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.
- (c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

2.15. 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

2.16. DELIVERY REQUIREMENTS

- (a) The contractor shall provide delivery capability for Government requirements to the delivery points specified in Section 1. Delivery conveyances must comply with applicable DOT regulations. The contractor shall comply with applicable safety standards and maintain purity of product during loading and delivery. The contractor shall develop, maintain, and make available to the Government all conveyance operating procedures. Note: The amount of delivery equipment shall be sufficient to allow for operational variations, maintenance, downtime, Department of Transportation (DOT) requirements, and contingency provisions
- (b) The contractor shall ensure the on-schedule delivery of liquid nitrogen and oxygen ordered by the Government. Loading and dispatching tankers shall be scheduled to assure arrival at destination during normal receiving hours as set forth in Attachment 001, or unless otherwise directed. The Government will

provide notice prior to requiring delivery of ordered product as set forth in Attachment 001. Less than 48 hours notice shall incur a short notice emergency delivery charge at the price per occurrence specified in Attachment 004.

- (c) The contractor shall provide trained personnel necessary for offloading product from the tankers to the government interface. User locations will provide personnel to operate facility equipment. During offloading, the contractor shall operate the tanker in accordance with approved procedures.
- (d) Ancillary equipment and services may be required to effect delivery of nitrogen and oxygen to satisfy Government requirements. Ancillary equipment and services includes, but is not limited to, temporary cryogenic storage vessels, liquid-to-gas conversion units (receivers, pumps, vaporizers, and associated piping), and other equipment and services to support related propellant requirements under this contract. The contracting officer administering the applicable delivery order will be notified of the ancillary requirement and will issue a delivery order modification with negotiated pricing.

(End of clause)

2.17. LABORATORY ANALYSIS

A laboratory analysis shall be performed at the loading point of the conveyance for each shipment made under this contract. In the event laboratory facilities are not available to perform this analysis at the loading point, the contractor shall make arrangements to have the analysis performed at a location approved by the contracting officer. In any event, the analysis results shall be attached to the DD Form 250, or equivalent commercial document.

Note: The particulate test required by MIL-PRF-25508 (Rev. H) and MIL-PRF-27401 (Rev. G), may be omitted provided a 10 micron nominal, 40 micron absolute, filter is used between the tanker fill manifold and each tanker.

Note: The in-line filtration noted in CGA G-10-1 Section 5.10 is required.

(End of clause)

2.18. MATERIAL INSPECTION AND RECEIVING REPORT

- (a) At the time of each delivery under this contract, the contractor shall furnish to the Government a Material Inspection and Receiving Report (DD Form 250 series or equivalent commercial document), prepared in duplicate (original and one copy). If the contractor elects to use the DD Form 250, it shall be prepared in accordance with NASA FAR Supplement 1846.6. Note: Equivalent commercial document must contain the same level of detail/specificity as the DD Form 250.
- (b) Upon delivery of product to the destination, each copy of the Material Inspection and Receiving Report shall be signed and dated by the receiver. The original shall remain with the contractor's driver making the delivery, and one copy shall be retained by the receiving destination as proof of delivery.
- (c) A legible copy of the applicable contractor quantity delivered measurement ticket shall be attached to each copy of the Material Inspection and Receiving Report submitted for each delivery. The quantity delivered measurement ticket shall include the associated shipment number and tanker number as cross reference to the Material Inspection and Receiving Report. The foregoing documentation shall be submitted with all invoices.
- (d) Contractor shall overprint, in an appropriate space on each Material Inspection and Receiving Report, any applicable tanker unloading demurrage invoiced in accordance with this contract. Such demurrage shall be certified by personnel of the receiving activity who are not in the employ of the contractor. At the

Government's option, and when available, Government personnel may be required to certify demurrage charges.

(End of clause)

2.19. CERTIFICATE OF CONFORMANCE

A certificate of conformance shall accompany each delivery to verify product quality and quantity. The contractor's quality assurance representative shall sign and date the certificate of conformance to verify quantity, quality, and proper documentation (i.e., laboratory analysis, etc.) at origin. The signed certificate of conformance shall be attached to, or entered on, copies of the DD Form 250, or equivalent commercial document. The certificate of conformance shall be prepared in accordance with FAR 52.246-15, paragraph (d).

(End of clause)

2.20. DETERMINATION OF BILLING

The delivered product price per unit includes all product and transportation costs for the quantities delivered and accepted. The unit price shall be F.O.B. destination. Scales or meters used in determining weight or volume shall be certified and must meet all specifications and user requirements and tolerance as stated in the National Institute of Standards and Technology (NIST) Handbook 44. Such scales or meters shall be calibrated annually and records of this calibration shall be maintained for a minimum of one year and made available to the contracting officer or designated representative upon request. After delivery of product, quantity delivered in units measured by scale or meter shall be annotated on a DD Form 250 or equivalent commercial document. If units measured by scale or meter are not the same as the unit for the CLIN being supported, then the quantity delivered shall be converted into the same unit as the CLIN and also annotated. The contractor's method of product measurement must be acceptable to the contracting officer.

(End of clause)

2.21. QUALITY ASSURANCE, INSPECTION AND ACCEPTANCE

- (a) Unless otherwise directed by the Contracting Officer, in-process inspection, end-item inspection, and test verification shall be performed by the Contractor at the Contractor's facilities, to ensure compliance with the contract requirements. The Government may perform periodic inspections or audits at the contractor's facilities to verify, inspect, and ensure that supplies meet the contract requirements, including calibrations, process control monitoring, drawings and specifications.
- (b) Any delivery location will have the option to sample nitrogen or oxygen being delivered and analyze it for impurities prior to off-loading the transport vehicle or container. Such sampling shall be subject to demurrage charges, as applicable in accordance with this contract. If the sample does not meet specification requirements, the load will not be accepted and will be returned to the Contractor's facility for disposition. In case of non-acceptance, no product, transportation, demurrage, or any other costs will be charged to, or be paid by the Government.
- (c) The Contractor shall maintain records of inspections and tests performed on the items of this contract. All records and tests shall be traceable to the nitrogen or oxygen delivered and shall include applicable tanker/trailer number, serial number, lot number, or any other acceptable method of identification. These records shall be made available to the Government, upon request, during the performance of this contract and for 180 days after delivery of the item(s).
- (d) The Contractor shall develop and maintain documentation of a quality control program, including but not limited to: Plant operating procedures (as they relate to quality provisions); handling procedures; loading and off-loading of shipping conveyances; storage; analytical instruments and scale calibrations; sampling; and analysis. Operating plans or procedures shall be submitted to the Government upon request. Final inspection and acceptance shall be accomplished at the receiving destination. Acceptance shall occur upon signoff by the receiving destination on the appropriate material inspection and receiving report.
- (e) All applicable requirements that are invoked or applied to the customer's purchasing document, including this clause, shall be flowed down to the organization's sub-tier suppliers.

2.22. PRODUCT INTEGRITY CONTROL

- (a) The contractor shall furnish seals to prevent tampering with the propellant delivery tankers. The seals must easily identify any attempted tampering. The contractor shall seal all tankers prior to shipment.
- (b) The contractor shall maintain cleanliness of shipping container interfaces, transfer hoses and fittings. The contractor shall seal all drain and fill ports prior to shipment from the facility of origin.
- (c) The contractor shall inspect each loaded conveyance just prior to shipment to ensure all end connections are protected with dust covers (or other protectors) and there is no leakage of product.
- (d) Upon arrival at the receiving destination propellant interface, conveyances shall be visually inspected by the receiving activity for hazardous conditions, cleanliness, and seal integrity. Any discrepancy is cause for rejection.

(End of clause)

2.23. GOVERNMENT'S INABILITY TO ACCEPT DELIVERY

When the contractor makes a delivery to a single destination and the tanker cannot be accepted due to storage tank problems or for other reasons under the control of the receiving organization, and through no fault of the contractor, product charges will not be incurred; however, transportation charges will be based on the round-trip miles at the transportation price per mile specified in Attachment 004. Roundtrip mileage shall be from the primary plant source identified in Attachment 003. Plant Source to each specified receiving destination shall be based on internet website Google Maps, <http://maps.google.com/>

(End of clause)

2.24. DEMURRAGE

The Government will pay the contractor demurrage for all delays in unloading propellant delivery tankers in excess of 4 hours after arrival and check-in at place of delivery, if such delay is without the fault or negligence of the contractor and is not caused by the failure of the contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin 4 hours after arrival time of the last trailer in the group, and end at the release of the last trailer in the group. This unloading demurrage charge shall be paid the contractor per quarter-hour or fraction thereof. No demurrage charges shall be billed or paid for the loading of any propellant delivery tankers. If the free time has been exceeded, the driver, upon leaving the site, shall leave the consignee written documentation showing the date, time of arrival, time of departure, cause of delay, if known, and information identifying the shipment. The driver shall sign such documentation and shall request the consignee to do likewise. A copy thereof, as proof of delay, shall accompany all invoices for demurrage. Contractor shall ensure that all deliveries from a multi-source operation shall be effected at the lowest overall cost to the Government.

(End of clause)

2.25. HOT TANK FILL

A hot tank is a storage container which no longer contains any, or very little, cryogen and has warmed to ambient temperature. A hot tank fill procedure is necessary for safe chill-down. The additional costs for the hot tank fill is in the form of labor and travel expenses to provide contractor expertise, when requested by the government, to safely perform the hot tank fill. The hot tank fill charge shall be on a "per occurrence" basis as specified in Attachment 004.

(End of clause)

2.26. FLASH REPORTS

The contractor shall provide the contracting officer, or his designated representative, with an immediate verbal Flash Report of any accident or incident which may have an adverse impact on the contractor's ability to deliver liquid cryogenic propellant to the Government, such as a plant outage (scheduled or unscheduled), trailer malfunction, or of any other occurrence in which the Government could reasonably be expected to have an interest by virtue of this contract. Such Flash Reports shall be confirmed in writing (electronic submission), in appropriate detail. Except as otherwise provided in this contract, the cost of data to be furnished in response to this contract is included in the price of this contract.

(End of Clause)

2.27. DELAYED DELIVERY

The Government acknowledges that orders of 5 or more tankers at one time require extensive coordination by the contractor and that short notice cancellation of delivery or short notice schedule change of delivery results in additional costs to the contractor. Therefore, cancelling an order less than 24 hours prior to scheduled delivery, or altering the schedule more than 12 hours with less than 24 hours' notice shall incur a delayed delivery charge at the price per tanker specified in the Attachment 004. This charge shall only be applicable to orders of 5 tankers or more to be delivered at the same time.

(End of clause)

2.28. FAILURE TO DELIVER

In accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (m), Termination for Cause, the Government reserves the right to mitigate any contractor-caused failure to deliver.

(a) In the event the Contractor is unable to meet its delivery obligations from the specified sources, the Contractor may supply the deficient quantities from other sources at the price agreed to in this contract.

(b) If such deficient quantities are not so supplied, the Government may acquire liquid oxygen or nitrogen from other sources to the level of the quantities deficient, and the Contractor will pay the Government the difference between the delivered price from such other source and the applicable delivered price under this contract.

(c) In the event the Contractor continues to fail to deliver, correct deficiencies, or comply with contract terms and conditions, the Government may invoke its right to terminate for cause.

(End of clause)

2.29. FAR 52.246-11- HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	Tailoring
ISO	9001	2008	n/a

(End of clause)

2.30. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS)

A Defense Priorities and Allocations System (DPAS) rating will be included on specific delivery orders required to comply with DPAS requirements.

(End of Clause)

SECTION 3. 52.212-5 ATTACHMENT

3.1. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG, 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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NAME OF OFFEROR OR CONTRACTOR:

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637 (d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (JUN 2003) of 52.219-23.

☐ (22) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (23) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

REFERENCE NO. OF DOCUMENT BEING CONTINUED: NNK14495022R

NAME OF OFFEROR OR CONTRACTOR:

X (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

X (30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

X (33) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

X (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

X (41) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (42)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes

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NAME OF OFFEROR OR CONTRACTOR:

administered by the Office of Foreign Assets Control of the Department of the Treasury.

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (JUL 2013) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements "(NOV 2007)" (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, et seq.).

REFERENCE NO. OF DOCUMENT BEING CONTINUED: NNK14495022R

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(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements "(NOV 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

REFERENCE NO. OF DOCUMENT BEING CONTINUED: NNK14495022R

NAME OF OFFEROR OR CONTRACTOR:

SECTION 4. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

4.1. LIST OF ATTACHEMENTS

ATTACH. NUMBER	TITLE	DATE	PAGES
001	STATEMENT OF WORK	Apr 8, 2014	22 w/cover sheet
002	PIV CARD ISSUANCE PROCEDURES	Jan 2011	4 w/cover sheet
003	CAPABILITY FORM	Apr 8, 2014	2 w/cover sheet
004	RFP PRICING SHEET	Apr 8, 2014	10 w/cover sheet
005	SAFETY AND HEALTH PLAN	TBD	TBD

SECTION 5. ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

5.1. 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JUL 2013)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be

considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(e) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(f) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(g) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(i) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States

must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(h) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(i) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

5.2. 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

5.3. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For the FAR: <http://farsite.hill.af.mil/vffara.htm>

For the NASA FAR Supplement: <http://farsite.hill.af.mil/vfnasaa.htm>

(End of provision)

5.4. COMMUNICATIONS REGARDING THIS SOLICITATION

- (a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

NAME OF OFFEROR OR CONTRACTOR:

Name: Gloria McIntosh

Email: gloria.a.mcintosh@nasa.gov

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

- (b) Questions or comments should be submitted by April 23, 2014 to allow for analysis and dissemination of responses in advance of the proposal due date: Late questions or comments are not guaranteed a response prior to the proposal due date.
- (c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

5.5. SITE VISIT

Site visits will be held as specified in the schedule below. Individuals participating in the site visit shall contact the point of contact (POC) identified below, no less than two (2) working days prior to visit. Each offeror planning to participate in the site visit should submit to the Government POC identified in this solicitation, a list of names and titles of the proposed participants and their alternatives including phone numbers. Please limit attendance to two (2) persons per offeror.

Question regarding the site visit may be submitted in writing to the Contracting Officer by the time noted in the synopsis. All questions and answers will be posted on the Federal Business Opportunities website. To the extent of any inconsistency or variance between oral and written answers, the written answer shall take precedence.

In no event will a failure to inspect the site constitute grounds for a claim after award of the contract

5.6 SITE VISIT SCHEDULE

For a copy of the Site Visit Schedule contact the Contracting Officer, Gloria McIntosh at email address: gloria.a.mcintosh@nasa.gov

(End of provision)

SECTION 6. PROPOSAL CONTENT

6.1. DUE DATE FOR RECEIPT OF PROPOSALS

See Block 8 of Standard Form 1449 (page 1)

(End of provision)

6.2. DELIVERY INSTRUCTIONS FOR PROPOSALS

Proposals shall be delivered electronically to the following address: gloria.a.mcIntosh@nasa.gov by the time and date referenced in Block 8 of standard Form 1449 (page 1). Maximum email size: 3MB per email. Offerors may submit multiple emails.

(End of Provision)

6.3. NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

DESCRIPTION	PAGE LIMIT
Volume I: Technical Acceptability	1 form (Attachment 003) and 1 continuation page for each CLIN
Volume II: Pricing	Attachment 004
Volume III: Safety And Health Plan	Unlimited

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.
- (c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- (d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

6.4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals shall be submitted electronically within the established page limitations specified in Section 6.3. Proposals will be evaluated on the completeness and quality of the information provided to demonstrate the offeror's capability to meet the CLIN requirements.

(End of provision)

6.5. VOLUME I: TECHNICAL ACCEPTABILITY

Prospective offerors are required to provide the following information to determine technical acceptability: The offeror shall utilize the attached Capability Form (Attachment 003) to identify its production, storage, and

distribution facilities that will be used to produce and deliver requirements for each applicable CLIN. Additional information may be provided on a separate page (see Section 6.3(b) for "page" requirements). Note: Capability relates to the offeror's ability to meet CLIN requirements. Capability is a function of production, distribution, and any other information that demonstrates the offeror's ability to meet CLIN requirements. Proposals that provide evidence demonstrating that the offeror has the necessary production, storage and distribution capability to successfully meet the requirements of a CLIN will be considered technically acceptable for that CLIN.

(End of provision)

6.6. VOLUME II: PRICING

Volume II shall consist of Attachment 004. Note: Use of the Economic Price Adjustment (see Section 1.7) is mandatory; alternate pricing proposals will not be accepted. In addition, pricing proposals which utilize pricing conditions based on the award of multiple CLINs will not be accepted.

(End of provision)

6.7. VOLUME III: NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

- (a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

SECTION 7. PROPOSAL EVALUATION

- (a) Evaluation and award(s) will be made using the lowest price technically acceptable offer utilizing the source selection process as described in FAR 15.101-2. One award for each CLIN will be made to the lowest price offeror that has been determined technically acceptable. Technical acceptability will be determined from information submitted by the offeror, which must provide sufficient details to show that the offeror has the necessary capability to meet CLIN requirements.
 - (1) First, the Government will evaluate the offeror's capabilities described and experience in Volume I for meeting the performance requirements for each applicable CLIN. Based on the technical evaluation, proposals will be rated as technically acceptable or unacceptable. Note: Proposals failing to provide substantial evidence demonstrating that the offeror has the necessary capability and experience to successfully perform the requirements of a CLIN will be considered technically unacceptable for that CLIN.
 - (2) Only those offerors determined to be technically acceptable will be considered for award on the basis of lowest price for each CLIN.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

SECTION 8. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

**8.1. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (NOV 2013) -
ALTERNATE I (APR 2011)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except-

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

NAME OF OFFEROR OR CONTRACTOR:

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

(Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The

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offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ☐ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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(B) It ____ has, ____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that-

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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☐ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No. _____

Country of Origin: _____

(List as necessary)

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(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

Line Item No. _____

Country of Origin: _____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as

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defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act":

Canadian End Products:

Line Item No. _____

\$(List as necessary)

(3) Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - Free Trade Agreements - Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. _____

Country of Origin _____

\$(List as necessary)

(g)(4) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

(List as necessary)

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

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Other End Products:

Line item No.: _____

Country of origin: _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product: _____

Listed Countries of Origin: _____

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product

☐

Listed Countries of Origin

☐

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-

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4(c)(1). The offeror ___ does ___ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [] Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

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reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

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(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations- (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that-

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)